

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Armored Car Services
Bid No. 13-280**

**Rochester Armored Car
P.O. Box 8 DTS
Omaha, NE 68101
(800)558-9323 Ext. 2338**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Rochester Armored Car, P.O. Box 8 DTS, Omaha, NE 68101**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annul Requirements for Armored Car Services, Bid No. 13-280** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$ 9,500.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$5,000.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a two (2) year term, with option to renew for one (1) additional two (2) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. References
 4. Specifications
 5. Armored Car Locations - Attachment A
 6. Instructions to Bidders
 7. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Resolution No. _____

Dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Lancaster County Attorney

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Jim Sh (SEAL)
Secretary Sales and Service

Rochester Armored Car Co Inc
Name of Corporation

P.O. Box 8 DTS Omaha, NE 68101
(Address)

By: *Wayne Miller*
Duly Authorized Official

CFO/TREASURER
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)

Supplier Response

Bid Information		Contact Information	Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Address
Email	rwalla@lincoln.ne.gov		
Phone	1 (402) 441-8309	Contact	Contact
Fax	1 (402) 441-6513		
		Department	Department
Bid Number	13-280	Building	Building
Title	Armored Car Services		
Bid Type	Bid	Floor/Room	Floor/Room
Issue Date	09/04/2013	Telephone	Telephone
Close Date	9/18/2013 12:00:00 PM CT	Fax	Fax
Need by Date		Email	Email

Supplier Information

Company Rochester Armored Car
Address Po Box 8 DTS

omaha, NE 68101
Contact Bill Shea
Department
Building
Floor/Room
Telephone 1 (800) 558 9323 2338
Fax 1 (402) 558 9326
Email wpshea@rocarmco.com
Submitted 9/17/2013 2:47:12 PM CT
Total \$21,373.60

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading, understanding and accepting the Insurance Requirements. I will further supply proof that my company can provide insurance coverage as required in section 1.12 of the Specifications as part of my ebid response. Attach this information to the Response Attachment section.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Bill Shea
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	References	I have attached my References to the Response Attachment section of this bid.	Yes
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Vehicle List	Please list the Brand, Model and Year of the vehicle/s that will be used in performing this contract.	See attached Vehicle List
12	Additional Charges	All costs associated with the performance of an awarded contract for this service are listed in the Line Item section of this bid. If additional charges are required, they must be outlined and listed in this response section or on company letterhead and attached to the Response Attachment section of your ebid response.	All costs associated with the performance of an awarded contract for this service are listed in the Line Item section of this bid.

Line Items

#	Qty	UOM	Description	Response
1	12	Month	Pickup/Delivery - Motor Vehicle Office - 625 No.46th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$216.50
Item Notes:				
Supplier Notes:				
2	12	Month	Pickup/Delivery - County Treasurer - 555 So. 10th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$216.50
Item Notes:				
Supplier Notes:				
3	12	Month	Pickup/Delivery - City Treasurer - 555 So. 10th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$216.50
Item Notes:				
Supplier Notes:				
4	12	Month	Pickup/Delivery - Clerk of Dist. Court - 575 So. 10th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$216.50
Item Notes:				
Supplier Notes:				
5	12	Month	Pickup/Delivery - County Court - 575 So. 10th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$216.50
Item Notes:				
Supplier Notes:				
6	12	Month	Pickup/Delivery - City Parking Services - 850 Q St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$216.50
Item Notes:				
Supplier Notes:				
7	12	Month	Pickup/Delivery - Lancaster County Corrections - 3810 Southwest "O" St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$216.50
Item Notes:				
Supplier Notes:				

8	12	Month	Pickup/Delivery - Pershing Auditorium - 226 Centennial Mall South ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$129.90
Item Notes:				
Supplier Notes:				
9	12	Month	Pickup/Delivery - Pinnacle Bank Arena - 400 Pinnacle Arena Drive ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX!	\$129.90
Item Notes:				
Supplier Notes:				
10	1	Each	Unscheduled Pickup/Delivery - All Locations	\$25.00
Item Notes: List the Unit Price for each unscheduled pickup and/or delivery for all locations listed on an as-needed basis.				
Supplier Notes:				
11	1	Each	Weekend Pickup/Delivery - All Locations	\$45.00
Item Notes: List the Unit Price for each weekend pickup and/or delivery for all locations listed. This will be on an as-needed basis.				
Supplier Notes:				
Response Total:				\$21,373.60



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME:	
	PHONE (A/C, No, Ext): 402-861-7000	FAX (A/C, No):
INSURED Rochester Armored Car Co., Inc. P.O. Box 8 D.T.S. Omaha NE 68101	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: General Casualty Co. of Wisconsin	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
24414		

COVERAGES**CERTIFICATE NUMBER:** 1294803711**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CCI0262931	6/30/2013	6/30/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CBA0262931	6/30/2013	6/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CCU0262931	6/30/2013	6/30/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CWC0262931	6/30/2013	6/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LANCASTER COUNTY AND CITY OF LINCOLN ARE ADDITIONAL INSURED'S ON GENERAL LIABILITY REGARDING ARMORED CAR SERVICES

CERTIFICATE HOLDER**CANCELLATION**

LANCASTER COUNTY; OFFICE OF RISK
MANAGEMENT
555 S 9TH STREET
LINCOLN NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
CBA 0262931	06/30/2012	06/30/2013	GENERAL CASUALTY CO OF WI	0260759
NAMED INSURED AND ADDRESS			AGENT	
ROCHESTER ARMORED CAR CO INC PER G40-1 PO BOX 8 OMAHA NE 68101			THE HARRY A KOCH COMPANY 14010 FNB PARKWAY PO BOX 45279 OMAHA NE 68145	

ENDORSEMENT

Schedule of Recipients of Notice of Cancellation

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 6/30/2012
at 12:01 A.M. standard time

SCHEDULE:

PER SCHEDULE ON FILE WITH COMPANY

A. If we cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation at least 30 days before the effective date of cancellation. 10 day notice applies to non payment of premium.

B. If you cancel this policy, we will mail to the person or organization named in the schedule of this endorsement, written notice of cancellation.

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
CCU 0262931	06/30/2012	06/30/2013	GENERAL CASUALTY CO OF WI	0260759
NAMED INSURED AND ADDRESS			AGENT	
ROCHESTER ARMORED CAR CO INC PER G40-1 PO BOX 8 OMAHA NE 68101			THE HARRY A KOCH COMPANY 14010 FNB PARKWAY PO BOX 45279 OMAHA NE 68145	

ENDORSEMENT

Schedule of Recipients of Notice of Cancellation

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Endorsement effective 6/30/2012
at 12:01 A.M. standard time

SCHEDULE:

PER SCHEDULE ON FILE WITH COMPANY

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B. If you cancel this policy, we will mail to the person or organization named in the schedule of this endorsement, written notice of cancellation.

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
CWC 0262931	06/30/2012	06/30/2013	GENERAL CASUALTY CO OF WI	0260759
NAMED INSURED AND ADDRESS			AGENT	
ROCHESTER ARMORED CAR CO INC PER G40-1 PO BOX 8 OMAHA NE 68101			THE HARRY A KOCH COMPANY 14010 FNB PARKWAY PO BOX 45279 OMAHA NE 68145	

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Schedule of Recipients of Notice of Cancellation

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 6/30/2012
at 12:01 A.M. standard time

SCHEDULE:

PER SCHEDULE ON FILE WITH COMPANY

A. If we cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation at least 30 days before the effective date of cancellation. 10 day notice applies to non payment of premium.

B. If you cancel this policy, we will mail to the person or organization named in the schedule of this endorsement, written notice of cancellation.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis IIB, Inc. 10 Woodbridge Center Dr. Suite 601 Woodbridge, NJ 07095	CONTACT NAME: PHONE (A/C, NO, EXT): 732-855-3155 FAX (A/C, NO): 732-855-3158 E-MAIL: certificates@willis.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	INSURER A: Navigators Insurance Company	
	INSURER B: Underwriters at Lloyd's London	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 15153942

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Armored Car Transit,		NY07ILM006353-04	1/1/2011	1/1/2014	SEE DESCRIPTION FOR LIMITS
B	Vault and Safe Risk		11076W11	1/1/2011	1/1/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

SEE ATTACHED FOR LIMITS

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County Attn: Office of Risk Management 555 S. 9th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joann Egger</i>

Coll:3211487 Tpl:1193422 Cert:15153942 © 1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis IIB, Inc.		NAMED INSURED Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LIMITS:
 \$100,000,000 each and every loss for transit
 \$100,000,000 each and every loss for Omaha location
 \$ 42,000,000 each and every loss for Fargo location
 \$ 50,000,000 each and every loss for McAllen location
 \$ 45,000,000 each and every loss for Des Moines location
 \$ 33,000,000 each and every loss for Iowa City location
 \$ 30,000,000 each and every loss for Sioux Falls location
 \$ 20,000,000 each and every loss for all other locations

Unit #	Make	Year	Type
26	FORD	09	ARMORED VAN
28	CHEVY	05	AB BODY
51	FORD	03	ARMORED VAN
113	FORD	08	B BODY
169	IN HVST	01	B BODY
185	IN HVST	03	B BODY
203	FORD	08	ARMORED VAN
208	CHEVY	08	AB BODY
216	FORD	09	ESCAPE

References for Lancaster County

1. City of Lincoln/Lancaster County

Bob Walla
555 S 10th St
Lincoln, NE 68508

Phone: 402-440-3742
Email: rwalla@lincoln.ne.gov

Description of Service:
Armored Car Services.

2. University of Nebraska- Lincoln

Lida Snodgrass
121 Canfield Admin Building
Lincoln, NE 68588

Phone: 402-472-1734
Email: bursar@unl.edu

Description of Service:
Armored Car Services.

3. City of Omaha

Donna Waller
1819 Farnam St
Omaha, NE 68183

Phone: 402-444-5472
Email: dwaller@ci.omaha.ne.us

Description of Service:
Armored Car Services.

SPECIFICATIONS ARMORED CAR SERVICES

1. SCOPE OF SERVICES

- 1.1 The purpose of this bid is to provide perspective Vendors with information for providing **Armored Car and Related Services for the City of Lincoln & Lancaster County** hereinafter referred to as "Owners".
- 1.2 The services required under contract will include but will not be limited to:
 - 1.2.1 The collection of physical funds from various agencies, boards, and commissions within specific time frames.
 - 1.2.1.1 See Attachment A for the complete list of locations and pickup information.
 - 1.2.2 Delivery of said funds to area banks by specific times.
 - 1.2.2.1 Deposits are to be delivered to the designated bank for credit for the current days' receipts.
 - 1.2.2 On-route service calls.
- 1.3 The estimated deposits by the Owners for armored car services at each location for one year are available upon written request by Armored Car Service providers (Attach. B).
 - 1.3.1 These dollar figures are provided for informational purposes only.
 - 1.3.2 Email request for Attachment B to rwalla@lincoln.ne.gov or dwinkler@lincoln.ne.gov.
- 1.4 The City/County does not guarantee any minimum or maximum amount of business to the selected contractor(s).
- 1.5 Bid price shall include the entire cost of the described service including labor, materials and any other expenses incurred.
- 1.6 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.7 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.7.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.8 The term of the contract to the awarded vendor will be for two (2) years with the option to renew for one (1) additional two (2) year period with the consent of all parties.
 - 1.8.1 Contract will be executed on or about November 1, 2013.
- 1.9 Service may be terminated at any time for any reason by Owners with 30 days written notice.
- 1.10 Vendor takes full responsibility for all deposits/funds against any loss whatsoever occurring while funds are in the Vendors care.
- 1.11 Vendor shall assume responsibility for the Owners deposits or shipments commencing when the same have been delivered into the Vendors possession and terminating when said deposits or shipments are delivered into the possession of the designated bank at the provided depository location.
 - 1.11.1 The delivery of the deposit or shipment with the lock or seal intact shall be evidence of safe delivery.
- 1.12 During the term of the contract awarded to a vendor, Vendor shall insure, by a responsible insurance carrier, against any loss whatsoever occurring while the funds are in the Vendors care.
 - 1.12.1 It is condition of this agreement that the Vendor shall maintain said insurance at all time during the life of this agreement.
 - 1.12.2 Such insurance coverage shall be placed with insurers authorized to do business in the State of Nebraska and with insurers that have an A.M. Best rating of no less than A:VII unless specific approval has been granted otherwise by the Owners.

2. GENERAL INFORMATION AND SCHEDULE

- 2.1 For the purpose of this request the armored car service shall consist of deposits placed in sealed package(s) by each Owner department for delivery to the selected financial institution.
 - 2.1.1 Sealed packages will be marked with the name and address of the sender and receiver.
 - 2.1.2 Vendor shall provide receipt books as needed by the agencies and other public bodies.
 - 2.1.3 Vendor shall accept and give written receipt for all securely sealed packages, and its receipt shall be evidence that the packages were properly sealed.
 - 2.1.4 Vendor shall charge no excess items fees for up to eight (8) packages per pickup.
 - 2.1.4.1 Any excess item fees charged by vendor shall be limited to a nominal fee for each package that exceeds eight (8) packages per pickup.
 - 2.1.4.2 Vendor shall detail any and all additional fees charged which are above and beyond those listed in the Line Item section of the ebid
 - 2.1.4.3 Vendor shall document any such additional fees on company letter head and attach it to the Response Attachments section of the ebid.
 - 2.1.5 The vendor shall not be obligated to accept packages not securely sealed.
 - 2.1.5.1 "Sealed Packages" shall be construed as items packaged in such a way as to be securely closed and fastened, with property encased and firmly fixed inside, using an instrument which cannot be removed or re-fastened to the shipment without leaving external, visible signs of tampering.
- 2.2 Vendor agrees to furnish each pickup location with a certified signature and picture identification of all authorized collectors prior to first pickup and to give written notice in the event of revocation of such authority.
 - 2.2.1 Additionally, the vendor shall supply each pick-up location with a complete visual identification packet prior to first pick-up.
 - 2.2.1.1 The identification package shall provide photographs of all personnel who may be involved in providing pick-up service at the site.
 - 2.2.1.2 Prior to any changes in personnel, the identification package affected by the change must be updated by the vendor, and updated identification package delivered to the relevant agency or public body location
 - 2.2.1.3 Vendor may take advantage of current technology and offer updated personnel information on a web site with security for the records provided for City/County use.
- 2.3 Upon request, the vendor shall provide change-fund service at no charge on any day pickup locations are open, purchasing the required coin and currency with funds supplied by the location and delivering same, on the same or next business day to the requesting location.
 - 2.3.1 Change shall be provided in the form of five (5) and one (1) dollar bills, quarters, dimes, nickels, and pennies, or as required by the agency or public body.
- 2.4 Vendor's employees shall follow all security procedures requested by the various government buildings, which may include metal detectors and show of identification.

3. QUALIFICATIONS OF THE PROVIDER

- 3.1 Provider shall have a proven track record of successfully providing armored car and related services for governmental operations reliably and satisfactorily on an on-going basis.
 - 3.1.1 Experience shall include at least three (3) successfully served governmental/public clients in the last three (3) years.
 - 3.1.2 The City/County desires specific experience in secured transport of public funds.

4. VENDOR RESPONSIBILITY AND TASKS

- 4.1 Vendor shall provide armed, uniformed, properly licensed guards who have been trained and are experienced in armored car pick up and delivery service.
 - 4.1.1 A minimum of two (2) such guards must be provided per vehicle.
 - 4.1.1.1 Guards shall be bonded and licensed and properly trained in the use of firearms.
 - 4.1.2 Guards must wear and present identification at all pick-up points.
 - 4.1.2.1 Vendor shall provide operating two-way radio and cellular telephone communication equipment for the use by guards.
 - 4.1.3 The Vendor agrees to require all of its armored car personnel to be duly licensed to carry a firearm, which shall include criminal background checks for criminal history.
- 4.2 Vehicles used for services provided under the contract shall be owned and operated by the Vendor at the Vendor's expense.
 - 4.2.1 All motor equipment vehicles shall be properly "armored" and equipped for the service to be performed.
 - 4.2.2 No standard street vehicles such as non-armored automobiles, vans, light trucks shall be used.
 - 4.2.3 Only armored cars meeting the standards of the accepted industry definition of such vehicles will be acceptable.
- 4.3 The successful Vendor shall provide armored car service to the locations provided within the times specified (Pick-up service) and provide "on route" or as near the times required for delivery to the noted bank being the essential requirement of this service.
- 4.4 After the contract is awarded, the Owners will provide the successful Vendor(s) with the names and telephone numbers of all department representatives.
 - 4.4.1 These individuals will serve as the daily contacts with the Vendor for any questions or problems.
- 4.5 The Vendor shall assign a Project Manager to interface with the Owners on work included in any contract that results from this solicitation.
 - 4.5.1 The Project Manager shall handle and resolve all issues including, but not limited to, pick-ups, billing and reporting.
- 4.6 Vendor shall also provide for any additional collections to any City/County Department, Agency, Board or Commission who may desire to be added to this contract at future dates.
 - 4.6.1 These additions will be done by written amendment signed by both parties to the Contract.
- 4.7 Vendor should also provide "On Route Service" (additional call) for collection and delivery.
 - 4.7.1 This service constitutes an extraordinary request by a department in the event of a large accumulation of cash should occur for some unforeseen reason.
- 4.8 During this contract, the vendor shall maintain insurance coverage as outlined in the City/County Insurance Requirements.

- 4.8.1 A certificate of insurance, in a form satisfactory to City/County, evidencing said coverage specifically listing The City of Lincoln and Lancaster County as additional insured, shall be provided to the City/County prior to commencement of performance of this Contract.
- 4.8.2 In addition to the insurance required herein the Contractor agrees to obtain sufficient insurance or bonds to make the County whole in the case of loss of funds.

5. **CITY/COUNTY RESPONSIBILITIES**

- 5.1 Allow Vendor appropriate access to make collections and deliveries in a timely manner according to the route that both parties have agreed to herein.
- 5.2 Provide employees who will coordinate deposits placed in sealed package(s) by the location for delivery to the financial institutions.
- 5.3 Coordination with Vendor's project manager to arrange schedules of pick up times and conditions for contractor's services.

6. **SPECIFIC/SPECIAL REQUIREMENTS**

- 6.1 Delivery Dates and Exclusions: All delivery dates shall be Monday through Friday and shall be exclusive of the following government holidays:

New Year's Day	January 1 st *
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th *
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th *

* or the days that these holidays are observed by the Owners.

NOTE: **County Court** observes the following two additional holidays:

Arbor Day *

Columbus Day *

NOTE: Some locations may have need of services on weekends and holidays due to the services they provide. Vendor will be notified prior to service required to make arrangements for pickup.

7. **OFFER/PREPARATION AND SUBMISSION**

Vendor shall outline and attach the following information on company letterhead to the Response Attachments section of the ebid:

- 7.1 **Capacity and Experience:** (past 5 years) Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.
- 7.2 **References:** Provide a listing of previous customers during the past five years for work of similar size and scope.
 - 7.2.1 The services provided to these clients shall have characteristics as similar as possible to those requested in this bid.
 - 7.2.2 Information provided for each client shall include the following:
 - Client name, address, and current telephone number**
 - Description of services provided
 - Time period of the project or contract
 - Annual dollar volume of the contract
 - Client's contact reference name and current telephone number
- 7.3 **Failure to provide the above information with the bid may result in the Vendor being automatically disqualified and the bid will not be considered.**
 - 7.3.1 The Owners reserve the right to contact any and all references to obtain, without limitation, information regardless of Vendor's performance on the listed jobs.
- 7.4 **Compensation**
 - 7.4.1 Vendor shall charge no excess items fees for up to eight (8) packages per pickup.
 - 7.4.2 Any excess item fees charged by vendor shall be limited to a nominal fee for each package that exceeds eight (8) packages per pickup.
 - 7.4.3 Vendor shall detail any and all additional fees charged which are above and beyond those listed in the Line Item section of the ebid or in the Attribute section.
 - 7.4.4 Vendor shall document any such additional fees on company letter head and attach it to the Response Attachments section of the ebid.
- 7.5 **Key Personnel:** Provide information on Vendor's key contact that will provide services to our accounts.
- 7.6 **Acceptance of Conditions:** Indicate any exceptions to the general terms and conditions, specifications, insurance requirements and any other requirements listed in the bid.

8. **EVALUATION/AWARD CRITERIA:**

- 8.1 Owners shall consider the following criteria when determining the award of contract:
 - 8.1.1 Understanding of Owner's needs and proposed approach to the project.
 - 8.1.2 Ability, capacity, skill, and financial resources to provide the service.
 - 8.1.3 Proper equipment and personnel to execute the contract as required
 - 8.1.4 Performance on previous contracts of similar size and scope.
 - 8.1.5 Price will be a primary consideration in the award of contract.

ATTACHMENT "A"
CURRENT SERVICE LOCATIONS

1. LANCASTER COUNTY TREASURER

- 1.1 Contact:
William Jarrett
555 So. 10th Street
Lincoln, NE 68508
- 1.2 Location: 625 No. 46th Street
- 1.2.1 Times/week: Pick up five (5) days w/holidays listed in spec. Pick up after 1:00 pm.
- 1.2.2 Number of Bags: 1 bag plus coin bags
- 1.2.3 Details: Cash

Delivered to:
Wells Fargo Bank
1248 "O" Street
Lincoln, NE 68508

- 1.3 Location: 555 So. 10th Street, Room 102, 1st Floor
- 1.3.1 Times/week: Pick up five (5) days w/holidays listed in spec. Pick up after 10:00 am.
- 1.3.2 Number of Bags: 2 bags plus coin bags
- 1.3.3 Details: Cash and Checks

1 Bag -Delivered to:	1 Bag - Delivered to:
Wells Fargo Bank	Westgate Bank
1248 "O" Street	Any Branch
Lincoln, NE 68508	Lincoln, NE

(NOTE: Lancaster County is in the process of evaluating banks for all County services. The delivery location may change prior to or shortly after this contract is executed.)

2. CITY TREASURER

- 2.1 Contact:
Melinda Jones, City Treasurer
555 So. 10th Street
Lincoln, NE 68508
- 2.1.1 Location: 555 So. 10th Street, Room 103, 1st Floor
- 2.1.1.1 Times/week: Pick up five (5) days w/holidays listed in spec. Pick up after 8:00 am.
- 2.1.1.2 Number of Bags: 1 bag plus coin bags (12-15/day)
- 2.1.1.3 Details: Cash and Coins

Delivered to:
US Bank
233 So. 13th Street
Lincoln, NE 68508

3. **CLERK OF THE DISTRICT COURT**

3.1 Contact:

Linda Sanchez-Masi, Deputy District Court Clerk
575 So. 10th Street
Lincoln, NE 68508

3.1.1 Location: 575 So. 10th Street, 3RD Floor

3.1.1.1 Times/week: Pick up five (5) days w/holidays listed in spec. Pick up after 8:00 am.

3.1.1.2 Number of Bags: 1 bag

3.1.1.3 Details: Cash and Checks

Delivered to:

Wells Fargo Bank

Omaha Cash Bank

1919 Douglas Street

Omaha, NE

4. **COUNTY COURT**

4.1 Contact:

Becky Bruckner, Judicial Court Administrator
575 So. 10th Street
Lincoln, NE 68505

4.1.1 Location: 575 So. 10th Street,

4.1.1.1 Times/week: Pick up five (5) days w/holidays listed in spec. Pick up after 9:00 am.

4.1.1.2 Number of Bags: 1 bag

4.1.1.3 Details: Cash and Checks

Delivered to:

US Bank

233 So. 13th Street

Lincoln, NE 68508

5. **CITY OF LINCOLN - PARKING SERVICES**

5.1 Contact:

Wayne Mixdorf
850 Q Street
Lincoln, NE 68505

5.1.1 Location: 850 Q Street

5.1.1.1 Times/week: Pick up five (5) days w/holidays listed in spec.

Pick up after 2:00 pm, No later than 4:00pm.

Pick up one (1) hour after kickoff of UNL Home Football Games

5.1.1.2 Number of Bags: 1 bag

5.1.1.3 Details: Cash and Checks

Delivered to:

Wells Fargo Bank
1248 O Street
Lincoln, NE 68508

6. **PERSHING AUDITORIUM**

6.1 Contact:

Trent Brown or Aaron Brown
226 Centennial Mall South
Lincoln, NE 68508

6.1.1 Location: 226 Centennial Mall South

6.1.1.1 Times/week: Pick up three (3) days w/holidays listed in spec. Pick
up after 9:00 am.

6.1.1.2 Number of Bags: 1 bag - Normal Load - Events Require More

6.1.1.3 Details: Cash and Checks

Delivered to:

Pinnacle Bank
1401 N Street
Lincoln, NE 68508

7. **LANCASTER COUNTY CORRECTIONS -**

7.1 Contact:

Angie Koziol
3810 SW O Street
Lincoln, NE 68520

7.1.1 Location: 3810 SW O Street

7.1.1.1 Times/Week: Pickup 5 days per week w/ holidays listed in spec.
Pickup after 11:00am.

7.1.1.2 Number of Bags: 1

7.1.1.3 Details: Cash and Checks

Delivered To:

Union Bank
Any Branch
Lincoln, NE

8. PINNACLE BANK ARENA -

8.1 Contact:

Trent Brown or Aaron Brown
400 Pinnacle Arena Drive
Lincoln, NE 68508

8.1.1 Location: 400 Pinnacle Arena Drive

8.1.1.1 Times/Week: Pick up three (3) days w/holidays listed in Spec.
after 9:00 am

Additional pickup days as needed for events

8.1.1.2 Number of Bags: 2 - Normal Load - **Events Require More**

8.1.1.3 Details: Cash and Checks

Delivered To:

Pinnacle Bank
1401 N Street
Lincoln, NE 68508

INSTRUCTIONS TO BIDDERS
City of Lincoln, Nebraska, County of Lancaster
E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln and Lancaster County, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County contracts (see *Insurance Requirements*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- _____ a. **PURCHASE ORDER**, unless otherwise noted.
1. The contract shall consist of a City of Lincoln and Lancaster County Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- x b. **CONTRACT**, unless otherwise noted.
1. City and County will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed with the dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City and County will sign and date the Contract.
 4. Upon approval and signature, the City and County, will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. E-VERIFY

- 23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.